

MEMORANDUM OF AGREEMENT

BETWEEN

LANGLEY RESEARCH CENTER

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

AND

THE U.S. DEPARTMENT OF THE ARMY

MEMORANDUM OF AGREEMENT

CONTENT

	<u>Page</u>
1. INTRODUCTION	
a. Background	1
b. Purpose	1
c. Policy	1
2. MANAGEMENT AND PROGRAM GUIDELINES	
a. Policy Management and Review	1
b. Guidelines	2
c. Program Funding	3
d. Management Arrangements	3
e. Manpower	4
f. Reports and Documentation	4
3. ADMINISTRATION	
a. Procurement Policy	4
b. Safety and Security	4
c. Patents and Technical Data	5
d. Public Information Coordination	5
e. Congressional Inquiries	5
f. Amendment and Termination	5
g. Effective Date	5

1. INTRODUCTION

a. Background

The National Aeronautics and Space Administration (NASA) is projecting substantial capital construction programs for several years into the future which may require assistance of the U.S. Department of the Army, Corps of Engineers (USACE). USACE finds it consistent with its mobilization readiness mission to assist NASA in all facets of work involved with design and construction services required by NASA. This Memorandum of Agreement (MOA) accomplishes the following: (i) provides a single management umbrella for furnishing services to NASA Langley (NL) by USACE, and (ii) establishes procedures for making Interagency Agreements (IAs) consistent with the spirit and intent of this MOA. This MOA is entered into pursuant to 31 U.S.C. 1535 and 10 U.S.C. 3036(d).

b. Purpose

This MOA establishes a procedural framework for providing design and construction related services by USACE on behalf of NASA, and authorizes the issuance and performance of implementing IAs by NL and USACE assigned District Offices.

c. Policy

USACE is to provide design and construction related services when requested and funded by NASA, subject to availability of USACE manpower. Nothing in this MOA shall be construed to require NASA to use the services of USACE, nor to require USACE to accept the assignments of NASA. However, both agencies expect implementation of this MOA to result in increased design and construction services to be rendered to NASA by USACE.

2. MANAGEMENT AND PROGRAM GUIDELINES

a. Policy Management and Review

NL will propose assignments within established NASA program goals and objectives for USACE support and conclude mutually agreeable IAs with the USACE assigned District Commander for support. Periodic management, command, or staff visits will be made by NASA and USACE to provide review and guidance for activities being performed under IAs. The contemplated geographical alignments for the responsible program offices for NASA and USACE under this MOA are:

NASA OFFICE

NASA Langley

USACE DIVISION

North Atlantic Division

USACE DISTRICT

Norfolk District

or such other offices as may be designated in writing by mutual agreement.

b. Guidelines

(1) IAS

IAS should provide for assignment of finite projects and contracting officer authority, if possible, in order that USACE can act as design/construction agent. Major IAS (i.e., estimated cost in excess of \$100,000) and small value IAS (i.e., estimated cost of \$100,000 or less) entered into or having a major revision subsequent to the effective date of this MOA will be consistent with the provisions of this MOA and will generally follow NASA Standard Procedures as it may be amended or superseded. Services to be rendered under IAS by USACE may include but are not limited to: (i) design services and/or design management services, (ii) construction management, design and constructibility reviews, (iii) construction inspection, (iv) construction related testing, and (v) other services such as development of conceptual designs and design criteria, engineering studies, archaeological surveys, construction impacts, mitigation and environmental studies. The Supervision and Administration (S&A) rates for annually funded work such as rehabilitation, modernization, and minor construction work will be those in effect at the time projects are to be administered by the District.

(2) Negotiating the IA

NL will identify needs for USACE services and will initiate the negotiation of an IA by notifying the responsible District Commander. NL will be responsible for preparing a draft IA. The IA will set forth by fiscal year the capital construction program, or portion thereof, expected to be accomplished under the IA. Simultaneously, the District will propose an organization to be dedicated to the NL effort. This proposed organization will have time-phased manning levels corresponding to the work requirements of the construction program or other work. An estimate for the direct and indirect costs by fiscal year of the organization will be developed. When it is determined by NL and the District Commander that the proposed organization will be able to perform the work and can be manned and funded, the parties will finalize, execute, and distribute the IA.

(3) Task Orders

Major IAS may provide for the issuance of task orders. Task orders are issued periodically during the IA period of performance and will specify the services to be performed by USACE. These task orders, once signed by the NASA Contracting

Officer and accepted by the supporting USACE District, obligate USACE to perform specified services. IAs may provide for issuance of an annual or periodic design and construction support services (general management and administrative activities) task order. This task order will confirm and direct the agreed manpower and other resources dedicated by USACE to support NL and also serve as a commitment by NL to fund USACE's direct and indirect costs associated with its support to NL. Task orders to provide direction and authorization to commence specific construction projects will normally be issued separately when the need can be translated into clear work requirements and funds are available.

c. Program Funding

(1) IA Financing

All work accomplished by or under the management of USACE pursuant to IAs under this MOA will be authorized and funded by NASA. Financing is subject to the availability of appropriations and/or continuing resolutions of the Congress. For the work under major IAs, funding transfers will be accomplished by SF-1151, Nonexpenditure Transfer Authorization, pursuant to the Treasury Fiscal Requirement Manual, Volume I, Section 2060, and OMB Circular A-34, Paragraph 81.2b. This method of transfer provides USACE control via the option to preclude transfers which might be inconsistent with NASA program objectives or USACE field operating capabilities. For work under small value IAs, procedures will follow NASA's standard format.

(2) Excess Funds

Following termination of an IA executed pursuant to this MOA, or termination of the MOA itself, or upon completion of the work performed under the IA or in the event of a request for return of unobligated balances of NASA funds any unobligated balance of NASA funds in USACE accounts shall be transferred to NASA following financial closure of USACE contracts issued thereunder.

d. Management Arrangements

This MOA involves direct communication between NL and USACE program officials involved in the management of activities for NL by USACE. For each major IA, a detailed Project Management Plan tailored by the NL Project Manager on NASA's part and District Commander on USACE's part will be developed at that level under the guidance of the NL Project Manager and the appropriate Division Commander. The Project Management Plan shall be made a part of the IA.

e. Manpower

Periodically, NL and the USACE District and Division Commanders will evaluate and update, as required, the manpower resource requirements to assure timely performance of forecasted workload requirements.

f. Reports and Documentation

Design and construction management data shall be reported periodically. Where practical, the "Automated Military Progress Reporting System" (AMPRS) will be used to provide management data simultaneously to Division Commanders and the Office of the Chief of Engineers (OCE), as well as NL. Periodic narrative reports will be initiated at the field operating activity level to keep management informed of project status at higher echelons. Financial reporting shall include the monthly submission of Standard Form 133, Report on Budget Execution, and such other reports available from USACE financial systems as may be requested by NASA.

3. ADMINISTRATION

a. Procurement Policy

All work assigned to USACE shall be performed in accordance with the Federal Acquisition Regulation (FAR) as implemented by the Department of Defense Supplement to the FAR and USACE's policies and procedures descending from these regulations. The Engineer's Board of Contract Appeals will be used as the forum for resolving contract disputes under USACE awarded contracts. USACE may provide assistance to NASA on contracts the NL has entered into prior to execution of an IA, even though NASA procedures and policies may continue to apply. Normally, however, USACE will be tasked for procurement work involving only contracts solicited and awarded by USACE. Unless otherwise mutually agreed, upon completion of IAs ownership and accountability of property acquired by USACE on behalf of NASA shall vest in NASA.

b. Safety and Security

Normally, the provisions of EM 385-1-1, USACE Safety and Health Requirements Manual, latest edition, and the General Provision safety clause of the FAR for construction contracts will be incorporated into USACE's construction contract procurements. Additional safety measures and requirements consistent with NASA's Safety Policy, will be incorporated into IAs and resulting construction contracts as necessitated by the location and nature of the work. NASA's security regulations, rules and requirements shall apply to work performed under IAs.

c. Patents and Technical Data

(1) Policy

The patent and technical data provisions and clauses as set forth in NASA's procurement regulations shall apply to the administration of IAs and procurements thereunder unless the parties otherwise specifically agree in the IAs.

(2) Coordination

All patent and technical data matters, which may arise during the administration of IAs and procurements thereunder, shall be coordinated between USACE and the appropriate NASA Patent Counsel.

d. Public Information Coordination

Consistent with the Freedom of Information Act (5 U.S.C. 552), procedures for timely release of information to the public will be specified as appropriate in the IAs. NASA retains responsibility for congressional liaison and public announcements. However, USACE will make public announcements normal to the solicitation and contract award process.

e. Congressional Inquiries

USACE will assist NASA in answering Congressional inquiries related to USACE delegated activities by preparing and furnishing to NL draft responses for review and final disposition by NL.

f. Amendment and Termination

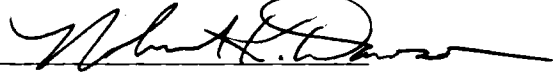
This MOA will be modified or amended by written agreement between NL and USACE. It may be terminated by mutual written agreement or by either party giving 30 days written notice to the other. In the event of termination, NL shall be responsible for the costs of closing out ongoing contracts and the costs for demobilization of USACE personnel and facilities fully dedicated to NASA programs. USACE shall retain contract administration responsibilities for contracts awarded by USACE until such contracts have been financially closed.

g. Effective Date

This MOA shall become effective upon signature by the designated NASA and USACE officials and shall remain in effect indefinitely unless revised by the mutual consent of the parties to more accurately reflect changing circumstances which may effect the needs or capabilities of either party.

U.S. DEPARTMENT OF THE ARMY

/s/



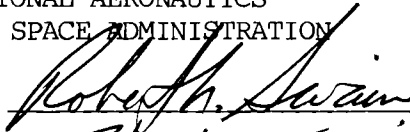
NAME: Robert K. Dawson

TITLE: Assistant Sec. of the Army

DATE: 3 MAR 1986

NATIONAL AERONAUTICS
AND SPACE ADMINISTRATION

/s/



NAME: Robert L. Swann

TITLE: Director, Systems Engr. & Ops.

DATE: 26 Mar 86